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THE HONORABLE ROBERT S. LASNIK

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GREGORY McNEILL and WILMA  
ARMER, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

OPENMARKET, INC., a Michigan  
corporation, SPRINT SPECTRUM, L.P., a  
Delaware limited partnership, NEXTEL  
WEST CORPORATION, a Delaware  
corporation,

Defendants.

SPRINT SPECTRUM L.P., a Delaware  
limited partnership, and NEXTEL WEST  
CORP., a Delaware corporation,

Cross-Claimants,

v.

OPENMARKET, INC., a Michigan  
corporation,

Cross-Defendants.

No. 2:08-cv-01731-RSL

SPRINT'S RESPONSE TO PLAINTIFFS'  
AND OPENMARKET'S STIPULATED  
REQUEST TO STAY PROCEEDINGS  
PENDING SETTLEMENT NEGOTIATIONS

SPRINT'S RESPONSE TO PLAINTIFFS' AND OPENMARKET'S  
STIPULATED REQUEST TO STAY PROCEEDINGS PENDING  
SETTLEMENT NEGOTIATIONS (No. 2:08-cv-01731-RSL)

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3 Defendants, Cross-Claimants, and Cross-Defendants Sprint Spectrum L.P. and Nextel West  
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5 Corp. (collectively, "Sprint"), by their undersigned counsel, hereby respond to the Stipulated Request to Stay  
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7 Proceedings Pending Settlement Negotiations ("Stipulated Request to Stay"), D.E. #93, filed on January 27,  
8  
9 2010, by Plaintiffs Wilma Armer and Gregory McNeill ("Plaintiffs") and Defendant, Cross-Claimant, and  
10  
11 Cross-Defendant OpenMarket, Inc. ("OM"). Sprint is not a party to the Stipulated Request to Stay, nor was  
12  
13 Sprint informed that the Plaintiffs and OM intended to file the Stipulated Request to Stay.  
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17 First, Sprint is not involved in the settlement negotiations with Plaintiffs and OM. Second,  
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19 Sprint does not oppose a stay of the Plaintiffs' action against Sprint and OM while the Plaintiffs and OM  
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21 explore settlement between them. Third, although the proposed order should be read to apply only to  
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23 prosecution of "Plaintiffs' case against Defendants," it also refers ambiguously to a stay of "these  
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25 proceedings." Sprint objects to any stay which would apply to the action between Sprint and OM on the  
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27 cross-claims.  
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31 Through December 31, 2009, Sprint has incurred attorneys' fees and costs of \$362,646.17 in  
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33 this case, and Sprint is currently seeking reimbursement of that amount from OM in accordance with Sprint's  
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35 Motion for Reimbursement of Attorneys' Fees and Costs ("Sprint's Motion"), D.E. #86. OM filed its  
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37 Opposition to Sprint's Motion on January 19, 2010, D.E. #92, claiming that OM owes zero to Sprint under  
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39 §§ 10.2 and 13.3 of the Messaging Application Services Agreement. Sprint's Reply will be filed on January  
40  
41 29, 2010, at which time Sprint's Motion will be fully briefed and under advisement. Sprint therefore urges  
42  
43 the Court that any stay entered pursuant to the Stipulated Request to Stay, filed by Plaintiffs and OM but not  
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45 Sprint, should not apply to Sprint's Motion.  
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3 DATED: January 28, 2010  
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Respectfully submitted,

6 s/ Amanda J. Beane WSBA No. 33070

7 Sara J. Crooks, WSBA No. 35997

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